

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Michael Thomas
Vanessa Thomas

CHAPTER 13

CASE NO. 08-18109-ELF

Marix Servicing as Servicer for Wells Fargo
Bank, N.A. as Trustee for BSSP Trust Series
2007-EMX1

Movant

vs.

Michael Thomas
Vanessa Thomas

Debtors

and

William C. Miller, Esquire

Trustee

STIPULATION IN SETTLEMENT OF
MOTION FOR RELIEF FROM AUTOMATIC STAY

Marix Servicing as Servicer for Wells Fargo Bank, N.A. as Trustee for BSSP Trust Series 2007-EMX1 ("Mortgagee") and Michael Thomas and Vanessa Thomas ("Debtors"), through their respective counsel, hereby stipulate as follows:

1. The automatic stay as provided by 11 U.S.C. §362 shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. Mortgagee is the holder of a mortgage which is a lien on Debtors' real property known as and located at: 6528 Souder Street, Philadelphia, PA 19149.
3. The parties certify that the total post-petition delinquency as of October 23, 2009, is \$4,668.06, consisting of post-petition payments for the months of 07/2009 through 10/2009 in the amount of \$737.67 per month, post petition payment for the month of 11/2009 in the amount of \$1,012.75, late charges for the months of 07/2009 through 11/2009 in the amount of \$73.77 per month, attorney's fees and costs in the amount of \$500.00, less Debtor's suspense in the amount of \$164.22.
4. Beginning with the payment due 12/01/2009, Debtors shall pay the regular monthly mortgage payment, currently in the amount of \$1,012.75, plus the additional sum of \$778.01 toward the above delinquency for a total payment of \$1790.76 per month, payable on the first of each month.

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through and including 05/01/2010 until the account is brought current post-petition. All payments are to be made by certified check or money order and be made payable to Marix Servicing. The address to which payments should be sent is 1925 Pinnacle Peak Road, Phoenix, AZ 85027. Debtors shall reference loan number 0000120725 on any and all payments submitted pursuant hereto.

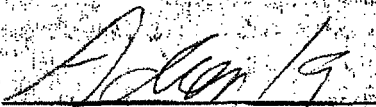
5. Should Debtors' regular monthly payment amount change, Debtor shall be notified of such change by the mortgagee, and the monthly payment amount due under the terms of this stipulation shall change accordingly.

6. Should Debtors fail to make any of the above described payments, or if any regular monthly mortgage payment commencing after the cure of the post-petition delinquency is more than fifteen (15) days late, Mortgagee may send Debtors and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel for Mortgagee may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the mortgaged property.

7. In addition, it is further agreed by Debtors that it shall constitute an additional default under this stipulation should Debtors fail to comply with all covenants set forth in the Note and Mortgage Agreements, including but not limited to payment of all non-escrowed real estate taxes when they become due and maintenance of homeowner's insurance on the property. Should Movant advance any amounts on Debtors' behalf for delinquent real estate taxes and/or homeowner's insurance, Movant shall send Debtors and Debtors' counsel a written notice of default of this Stipulation as set forth in paragraph 5 herein.

8. In the event the instant bankruptcy case is converted to a case under Chapter 7 of the Bankruptcy Code, the Debtors shall cure the pre-petition and post-petition mortgage arrears within ten (10) days from the date of such conversion. Should the Debtor fail to cure said arrears within the ten day period, such failure shall be deemed a default under the terms of this Stipulation and Movant may send Debtors and counsel a written notice of default. If the default is not cured within ten (10) days from the date of the notice, counsel for Mortgagee may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the mortgaged property.

9. The parties agree that a facsimile signature shall have the same force and effect as an original signature.

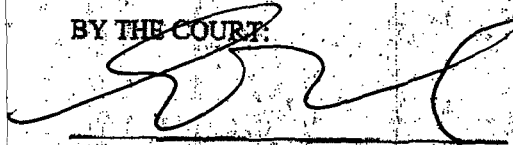

Adam L. Kayes, Esquire
UDREN LAW OFFICES, P.C.
Attorneys for Mortgagee


Michael D. Sayles, Esquire
Attorney for Debtor

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APPROVED BY THE COURT THIS 21st DAY OF Dec, 20 09

BY THE COURT:



U.S. BANKRUPTCY JUDGE